



LIVING FREE HOMECARE, INC CAREGIVER AGREEMENT

This agreement is made this day of month 2022, between Living Free Homecare, Inc referred to as “Company” and Your Name Here , referred to as “Applicant”:

1. **Proprietary Information.** Applicant recognizes that Applicant may have access to Company’s client records, financial records, business forms and the list of Company’s customers and Applicants. Applicant understands that all such information is a valuable and unique asset of Company’s business, and agrees to consider all such information to be proprietary. Applicant agrees, at all times and all circumstances, to keep such information confidential. Applicant understands that this commitment survives the termination of Applicant’s relationship with Company.
2. **Solicitation.** Applicant agrees that during the period of work assigned by Company and for a period of one (1) year after the termination of Applicant’s work assignment(s), Applicant will not, on behalf of Applicant or on behalf of any other applicant, firm, corporation, or entity, call on any of the clients of Company for the purpose of soliciting and/or providing to any of such clients any domestic care services. Applicant shall not, in any way, directly or indirectly, for Applicant, or on the behalf of any other applicant, firm, corporation, or other entity, solicit, divert, or take away any client of Company, nor shall Applicant directly perform any domestic care services for any client of Company during the aforementioned period. Failure to comply with this term will result at a minimum in a \$10,000 penalty fine imposed on the Applicant and possible further legal action.
3. **Position Duties, Procedures, and Responsibilities.** Applicant agrees and certifies that one of the following two situations apply ((**check only ONE of the following**):

Do you have at least two years prior experience and training in the following Personal Caregiver duties targeted at Seniors: *Companionship & Conversation, Bathing, Dressing, Grooming, Light Housecleaning, Alzheimer’s & Dementia Care, Meal Planning and Preparation, Running Errands, Medication Reminders, Laundry and Linen, Incontinence Care, and Reloading a Feeding Tube.*

Yes – at least two years **OR** No – less than two years experience

If less than two years experience **or without a certification**, I will work with the Company Manager(s) to create a learning plan. Applicant agrees that they will follow the training plan and apply for Certification as a *Certified Senior Care Aid (CSCA)* within 30-days of hire. **Initial**

In addition, Applicant agrees that they are willing to perform at a minimum all the duties outlined above and are willing to travel within the boundaries of the Company’s client service area (greater East Valley area) to an assignment given by Company with a minimum of two hours a day. Applicant agrees that they are responsible for paying any and all commuting expenses to and from their place of work assignment.

In addition, applicant agrees that they understand that Company is running a 24x7 business that requires immediate response to client care needs and therefore applicant agrees to be called any time of day or night any day of the week regarding getting scheduled on a job. Applicant agrees that the contact phone number provided to Company is the best way to reach them and will update Company immediately if that phone number should change. Applicant understands that providing caregiver services is part of the healthcare related field (similar to an extension of a hospital setting – but assisting with non-medical activities of daily living) and care needs to be provided to Company patients on a 24x7 basis. Applicant understands and agrees that they need to have a very flexible schedule that will allow them to work any day of the week and work during any hours of each day.

Applicant understands and agrees to work any shifts assigned to them (up to 40 hrs a week) by Company no matter what the days/hours of the shift(s) as long as the work assignment(s) are in the previously specified client service area. Applicant understands that they may be required to travel up to 50 miles to work a two-hour shift and then travel another 50 miles to work another two-hour shift in any given day during any time of the day. Applicant agrees and understands that this position is an on-call position and that there is therefore no guaranteed number of working hours each week with Company clients. Applicant understands and agrees that they may only get scheduled for a minimum of two hours per month or may get scheduled for full time work depending on the on-call work available within Company clientele week to week. Company cannot predict the health or the personal requests of its clientele, so changes to applicant's schedule may happen unexpectedly and within only a few hours notice. Applicant agrees and understands that Company is not responsible for providing consistent hours week to week with this on-call position. Company will, however, make every effort to provide the schedule and number of hours desired by the Applicant.

Applicant also understands and agrees that any form of dishonest act or criminal offense is strictly prohibited at Company and will result in termination from Company. Accepting or taking money or possessions from a senior citizen is strictly prohibited. Employees found accepting or taking money or possessions from any Company client will result in termination.

4. Investment in You. Applicant understands and agrees that once a background check and drug test have been administered, these hiring costs can be recovered by the company from a final paycheck if Applicant terminates their employment within 90 days.
5. Truth of All Information Given By Applicant. I hereby state that all the information that I provided on this application or any other documents filled out in connection with my employment, and in any interview is true and correct. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any such information is later found to be false in any respect, I will be dismissed. **Initial**

DO NOT SIGN UNTIL YOU HAVE READ & UNDERSTOOD THE ABOVE STATEMENTS AND AGREEMENT. I hereby acknowledge that I have read the above statements and understand the same.

In witness of the above, each party to this agreement has caused it to be executed at Mesa, AZ on the date indicated below.

<p>Applicant: Living Free Homecare, Inc By: _____</p> <p>_____ Signature Print Name:</p> <p>_____ Dated:</p>	<p>Company: Living Free Homecare, Inc By: _____</p> <p>_____ Signature Print Name and Title:</p> <p>_____ Dated: _____</p>
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